

## **Guidance for Associate Membership**

On Sunday 15 May 2022, the AGM of the WALTHAMSTOW SPADE HUSBANDRY ASSOCIATION adopted a proposal worded as follows.

*“To start using the status of Associate Member from the Subs Day in February 2023. This would be for the nominated friends of “ordinary members” who wish to receive the email updates from the committee. It is proposed that the annual fee for Associate membership be £5.”*

The proposal was adopted by the AGM with the vote going as follows. In Favour: 26, Abstention: 1, Against: 0.

On Sunday 21 May 2023, the AGM adopted the following proposal.

*“To start using the status of Associate Member with immediate effect. The status will be administered in accordance with the Associate Membership Guidance (attached). It is proposed that the annual fee for Associate membership be £5.”*

The following guidance is to be read in conjunction with the Allotment Rules, the Tenancy Agreement and the Walthamstow Spade Husbandry Association Rules of the Association.

### **Definition of Terms**

**“AGM”** means the Annual General Meeting of Walthamstow Spade Husbandry Association.

**“Allotment Rules”** means the rules relating to use of the Site as approved and issued by the Board of Directors of The Charity.

**“Association”** means Walthamstow Spade Husbandry Association a formally constituted democratic body representing the Tenants on the site, which works in parallel with the Charity.

**“Associate Member”** means a person associated with an Ordinary Member and their plot, who is permitted access to the Site to provide assistance with that plot and to certain but not all privileges accorded to an Ordinary Member.

**“Charity”** means Walthamstow and Chingford Almshouse Charity and includes any Officer appointed by the Charity.

**“Committee”** means the body that conducts the affairs of the Association. It consists of the Officers of the Association and at least five other Ordinary Members. It is elected at the AGM.

**“Cultivation”** has the meaning defined in Item 6 of the Allotment Rules.

**“Officers of the Association”** means the Chairman, Treasurer and Secretary of Walthamstow Spade Husbandry Association.

**“Ordinary Member”** means one of those a persons referred to in the Rules of the Association as the plot-holders of the Spade Husbandry Allotment Gardens site. This will be generally understood to be a Tenant whose name appears on a Tenancy Agreement with the Charity.

**“Plot”** means the area of land let to the Tenant by the Charity, to be used primarily for Cultivation.

**“Rules of Association”** means the Rules under which Walthamstow Spade Husbandry Association is constituted and run.

**“Site”** means the entire area of Spade Husbandry Allotment Gardens in Walthamstow comprising plots and foot paths located on Corporation of London land adjacent to Epping Forest and accessed via a lower, single gate from the forest or an upper, double gate from a lane which leads off Forest Road opposite its junction with Beacontree Avenue.

**“Subscription”** means the annual service fee paid by every “Ordinary Member” to the Committee (which, for the avoidance of doubt, is separate and distinct from the annual tenancy fee paid directly by each Tenant to the Charity).

**“Tenancy Agreement”** means the document in the form employed by the Charity, confirming the letting of a plot to a Tenant.

**“Tenancy”** means the letting of a Plot to a Tenant.

**“Tenant”** means a person who holds a Tenancy of a Plot.

### **Definition Of Associate Membership**

1. The status of Associate Member is instituted under the terms of Article 5 of the Rules of the Association, which states that, “Other persons can become “associate” members and shall be entitled to such privileges of membership and to receive such notices of the Association as the committee shall from time to time determine but shall not be qualified to vote at meetings or to hold office”.
2. It is anticipated that the following types of person would become an Associate Member:
  - a. Any person who is not an Ordinary Member who consistently holds a key to the site.
  - b. Any person who is not an Ordinary Member who is regularly on site to be involved in the cultivation of a plot on behalf of a Tenant, without the Tenant necessarily being present.
  - c. Any person associated with and assisting an Ordinary Member who wishes to be on the mailing list and receive notices/email updates.
3. The cost of the annual Associate Membership Subscription will be determined by the Ordinary Members at the AGM.

4. An Associate Member will be permitted the following privileges, which may be altered or withdrawn at the discretion of the Committee:
  - i. To access the Site in order to attend the plot (or plots) with which they are associated;
  - ii. To use of the water from the tanks provided on the Site to water the plot (or plots) with which they are associated;
  - iii. To receive, if they wish, notices issued by the Association, and to join the email distribution list;
  - iv. to make purchases from the trading hut and from the allotment seed scheme; and
  - v. To attend the social functions arranged from time to time by the Committee.

### **Allotment Rules**

5. Associate Members will be expected to abide by the Allotment Rules including the Allotment Code of Conduct (article 15 of the Allotment Rules) and with the Tenancy Agreement in the same way as Ordinary Members. It will be the responsibility of the Ordinary Member with whom the Associate Member is linked to make the Associate Member aware of all rules and regulations relating to the Site.
6. It is expected that Ordinary Members will only sponsor a person to become an Associate Member if they are confident that they will follow the allotment rules and that they will behave in an orderly fashion when on the Site.
7. Ordinary Members who act as sponsors should be aware that the conduct of the Associate Member they put forward may have implications for their own Tenancy. The Committee reserves the right to notify the Charity in cases where they feel that the improper conduct of an Associate Member should have been foreseen by the sponsoring Ordinary Member, or that the sponsoring Ordinary Member contributed to the behaviour of the Associate Member. This could result in the termination of a Tenancy by the Charity.
8. In the event of any perceived ambiguity in the Allotment Rules, clarification should be sought from the Officers of the Association. Likewise in the event of any dispute with those Rules.

### **Limits of Associated Membership**

9. Associate Members are not eligible to take part in any of the following with respect to the Association or the Committee:
  - i. To vote at the AGM or any other meetings of the Association;
  - ii. To become an Officer of the Association; or
  - iii. To become a member of the Committee.

10. It is deemed that the Ordinary Member who is the Tenant is the key holder for the purposes of access to the Site. Whilst an Associate Member is permitted access to the Site to attend the Plot of a Tenant, the Committee is not required to furnish them with a key. In the event that the Committee is asked to provide a key, they may offer to do so on prepayment of the cost of getting this cut.
11. Associate Membership does not confer any right of Tenancy and does not constitute any form of under-letting or subletting, it is instituted merely to permit another to assist an Ordinary Member with their plot and to share some of the privileges enjoyed by an Ordinary Member in so far as this will enable the Associate Member to assist with the plot. Associate Members should be aware that the letting of plots is the prerogative of the Charity and if the Plot is surrendered by the Tenant or Ordinary Member it will revert to the Charity. The status of Associate Member will not establish any right to take over a plot from an Ordinary Member, nor any priority with respect to any waiting list for a plot.
12. Ordinary Members who sponsor an Associate Member must ensure their own compliance with their Tenancy Agreement and with the Allotment Rules, under which, the Charity has its own requirements, distinct from those of the Association, regarding notification to it of any person assisting a Tenant. Ordinary Members should also note that under the Charity's Allotment Rules, they are not permitted to assign or underlet their plot.
13. A maximum of 4 Associate members can be linked with each Ordinary Member and each plot.

#### **Termination of Associate Membership**

14. An Associate Membership will automatically terminate in the event that the Plot with which it is associated is given up by the Tenant or Ordinary Member.
15. An Associate Membership will be terminated by the Officers of the Association in the event that an Associate Member is in breach of the rules and regulations associated with the Site. For the avoidance of doubt this will include, but not be exclusive to, noise, nuisance, abusive or aggressive behaviour, breaches of the security of the Site, lighting of fires, permitting dogs to run loose, damage to the Site including to the plots and property of plot holders, and theft of produce or property from plots.
16. In dealing with behaviour leading to potential termination, the committee will have regard to the actions the Allotment Manger would take if a Tenant had acted in a similar manner.
17. In the event of termination, the Associate Member will surrender any key or keys they hold for the Site and will undertake not to try to gain future access to the Site.

18. Where, in the event of termination of Associate Membership, the associated Ordinary Member continues with the Plot, that member will undertake to ensure that the previous Associate Member does not return to the Site.
19. Members, Associate Members, and others permitted to be on the Site should be aware that gaining access to the Site without due authorisation constitutes trespass and may be notified to the Police.
20. Where Associate Membership is terminated in mid or part term, the Committee will not be required to return any monies paid, no matter how short the period of the Associate Membership.

**General**

21. If any part of this document is deemed to be inaccurate, inapplicable or unworkable, it may be altered or omitted without affecting the validity of the provisions of the remainder of the document.

I am an Ordinary Member of Walthamstow Spade Husbandry Association and wish to sponsor, the Associate Members listed below. I have read and understood the above guidance and agree to abide by the conditions.		
<b>Sponsoring Ordinary Member Name</b>	<b>Plot Number</b>	<b>Signature</b>
I wish to become an Associate Member of Walthamstow Spade Husbandry Association. I have read and understood the above guidance and agree to abide by the conditions.		
<b>Associate Member Name</b>	<b>Signature</b>	<b>Subscription Amount Received</b>